

EXHIBIT

16

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GUY CARPENTER & COMPANY, LLC and
MARSH & McLENNAN COMPANIES, INC.,

Plaintiffs,

v.

JULIAN SAMENGO-TURNER, RON
WHYTE, and MARCUS HOPKINS,

Defendants.

Case No. 07 – CV- 3580 (DC)

**DEFENDANT WHYTE'S
OBJECTIONS AND RESPONSES
TO PLAINTIFFS' FIRST
REQUEST FOR PRODUCTION OF
DOCUMENTS**

(ECF Case)

TO: Robert N. Holtzman, Esq.
Kramer Levin Naftalis & Frankel, LLP
1177 Avenue of the Americas
New York, New York 10036
Attorneys for Plaintiffs

COUNSEL:

In accordance with Rule 34 of the Federal Rules of Civil Procedure and 26.3 of the Local Civil Rules of the United States District Court for the Southern District of New York, defendant Ron Whyte (referred to as "Defendant") hereby objects and responds to Plaintiffs' First Request for Production of Documents dated May 18, 2007 ("Document Requests"), as set forth below. In making these responses, Defendant does not waive, and specifically reserves, the right to raise additional objections to these discovery requests and all available grounds for dismissal of this action including, but not limited to, insufficiency of personal jurisdiction and forum *non conveniens* grounds. This reservation is consistent with the representations of Plaintiffs' U.K. counsel on June 6, 2007.

In making these responses, Defendant further does not waive these objections or any General Objections as to relevance, materiality or admissibility of evidence in this action or any

other action or proceeding. Defendant reserves the right at any time to revise, correct, add to or clarify any of the objections and responses set forth herein.

GENERAL OBJECTIONS

The following General Objections apply to and are expressly made part of the specific Responses, set forth below, to each such Document Request herein and will not be repeated in response to each individual Request.

1. Defendant objects to the Document Requests to the extent they call for a legal conclusion or seek documentation or information that is confidential, or protected from disclosure by the attorney-client privilege or any other privilege recognized by statute, at common law, or which constitute or reflect attorney work product.
2. Inadvertent identification or production of any such document or information shall not constitute a waiver of any privilege with respect to the subject matter thereof or the information contained therein, and shall not waive Defendant's right to object to the use of any such document or the information contained therein during any subsequent proceeding.
3. Defendant objects to the Document Requests to the extent they seek documentation or information that is not material and necessary in the prosecution or defense of this action.
4. Defendant objects to the Document Requests to the extent they are vague, ambiguous, overly broad or unduly burdensome.
5. By responding to and/or producing documents in response to any of the specific Document Requests, Defendant does not waive his right to object to the use of any such documents or the information contained therein during any subsequent proceeding for any reason including, but not limited to, relevancy objections.

6. To the extent any of the Document Requests are premised on disputed allegations, Defendant's response to those Requests shall not be deemed an admission of any such disputed allegations.

7. To the extent additional documents are located, Defendant reserves the right to supplement his responses to these Requests and to assert additional objections.

8. Defendant generally objects to these Requests to the extent they require him to create any document not previously in existence or which are not longer, or which never were, in his possession, custody or control.

9. Defendant generally objects to these Requests to the extent they are unreasonably overbroad in temporal scope and seek documentation beyond the time frame of the events alleged in the Complaint.

RESPONSES AND SPECIFIC OBJECTIONS

Subject to any General Objections set forth above, Defendant responds to the First Request for Production of Documents as set forth below:

DOCUMENT REQUEST NO. 1:

All documents concerning defendants' hiring by Integro, including but not limited to each defendant's offer letter from Integro or employment contract with Integro reflecting defendant's job titles, duties and responsibilities at Integro, and/or defendants' compensation from Integro (including without limitation salary, bonus, stock and other non-cash compensation); notes, correspondence (electronic or otherwise), and other documentation reflecting defendants' discussions and negotiations with Integro; and any drafts of the foregoing; provided that documents concerning compensation from Integro are limited to compensation paid or granted to defendants in 2007.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly

seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 2:

All documents concerning each defendants' resignation from Guy Carpenter, including but not limited to communications between (a) each defendant and (b) Integro or any person relating to the reasons for defendants' departure from Guy Carpenter.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench

Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 3:

All documents concerning Integro's recruitment or solicitation of defendants, including but not limited to communications between each defendant and Integro and communications among defendants.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the

pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 4:

All documents concerning in-person meetings or interviews (whether formal or informal) between each defendant and Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 5:

All documents concerning communications between each defendant and any client of Guy Carpenter concerning (a) defendants' resignations from Guy Carpenter or hiring by Integro or (b) the possibility of any client using Integro for its facultative brokerage business.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 6:

All documents concerning communications between each defendant and current or former Guy Carpenter or MMC employees concerning Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 7:

All documents concerning in-person meetings or interviews (whether formal or informal) relating to potential employment (of anyone) with Integro between each defendant and current or former Guy Carpenter or MMC employees.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery

in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 8:

All documents concerning in-person meetings or interviews (whether formal or informal) between Integro and current or former Guy Carpenter or MMC employee [sic] relating to potential employment with Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the

factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 9:

All documents concerning defendant Samengo-Turner's conversation with Mark Newman of Guy Carpenter, on or about April 3, 2007, concerning Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature,

unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 10:

All documents concerning communications among defendants concerning the recruitment or potential hiring by Integro of current or former Guy Carpenter or MMC employees.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 11:

All documents concerning communications between each defendant and Integro regarding the recruitment or potential hiring by Integro of current or former Guy Carpenter or MMC employees.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 12:

All documents concerning communications between each defendant and Integro about Guy Carpenter's facultative reinsurance group.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 13:

All documents concerning work done by defendants for Integro to date or plans for work to be done for Integro during defendants' Guy Carpenter notice period.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins

v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 14:

All documents concerning the business of plaintiffs including without limitation all documents containing confidential information or concerning employees of plaintiffs that are currently in their possession or control or were in their possession or control at any time after April 3, 2007.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the

factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

DOCUMENT REQUEST NO. 15:

All documents concerning communications by defendant(s) to Integro of any confidential documents or information of or relating to Guy Carpenter or MMC or any of their clients.

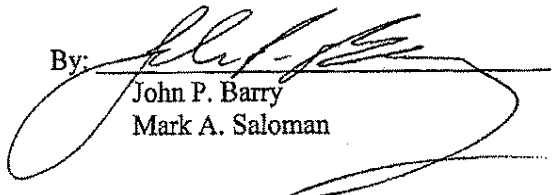
RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Request on the grounds that (i) it impermissibly seeks documents which are the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Request impermissibly premature,

unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

PROSKAUER ROSE LLP
Attorneys for Defendant Ron Whyte

By:



John P. Barry
Mark A. Saloman

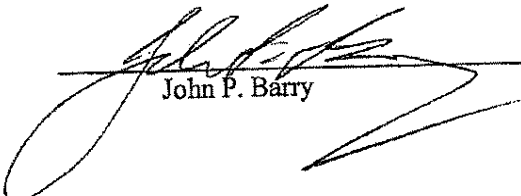
Dated: June 7, 2007

CERTIFICATE OF SERVICE

I hereby certify that on this date I served Defendant Whyte's Objections and Responses to Plaintiffs' First Request for Production of Documents, by e-mail and overnight delivery upon counsel for the Plaintiffs, at the following address:

Robert N. Holtzman, Esq.
Kramer Levin Naftalis & Frankel, LLP
1177 Avenue of the Americas
New York, New York 10036
Attorneys for Plaintiffs

Dated: June 7, 2007


John P. Barry

EXHIBIT

17

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GUY CARPENTER & COMPANY, LLC and)
MARSH & McLENNAN COMPANIES, INC.,)

Plaintiffs,)

v.)

JULIAN SAMENGO-TURNER, RON)
WHYTE, and MARCUS HOPKINS,)

Defendants.)

Case No. 07 – CV- 3580 (DC)

**DEFENDANT WHYTE'S
OBJECTIONS AND ANSWERS TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES**

(ECF Case)

TO: Robert N. Holtzman, Esq.
Kramer Levin Naftalis & Frankel, LLP
1177 Avenue of the Americas
New York, New York 10036
Attorneys for Plaintiffs

COUNSEL:

In accordance with Rule 33 of the Federal Rules of Civil Procedure and Rule 26.3 and 33.3 of the Local Civil Rules of the United States District Court for the Southern District of New York, defendant Ron Whyte (referred to as "Defendant") states the following as his objections and answers to plaintiffs' First Set of Interrogatories ("Interrogatories"). In making these answers, Defendant does not waive, and specifically reserves, the right to raise additional objections to these discovery requests and to all available grounds for dismissal of this action including, but not limited to, insufficiency of personal jurisdiction and forum *non conveniens* grounds. This reservation is consistent with the representations of Plaintiffs' U.K. counsel on June 6, 2007.

In making these answers, Defendant further does not waive these objections or any General Objections as to relevance, materiality or admissibility of evidence in this action or any

other action or proceeding. Defendant reserves the right at any time to revise, correct, add to or clarify any of the objections and answers set forth herein.

Date: June 7, 2007

PROSKAUER ROSE LLP

By: 

John P. Barry
Mark A. Saloman
One Newark Center, 18th Floor
Newark, New Jersey 07102
(973) 274-3200
Attorneys for Defendant Ron Whyte

GENERAL OBJECTIONS

The following General Objections apply to and are expressly made part of the specific answers, set forth below, to each such Interrogatory herein and will not be repeated in response to each individual Interrogatory.

1. Defendant objects to the Interrogatories to the extent they call for a legal conclusion or seek information that is confidential, or protected from disclosure by the attorney-client privilege or any other privilege recognized by statute, at common law, or which constitute or reflect attorney work product.
2. Inadvertent identification or production of any such information shall not constitute a waiver of any privilege with respect to the subject matter thereof, and shall not waive Defendant's right to object to the use of any such information during any subsequent proceeding.
3. Defendant objects to the Interrogatories to the extent they seek information that is not material and necessary in the prosecution or defense of this action.
4. Defendant objects to the Interrogatories to the extent they are vague, ambiguous, overly broad or unduly burdensome.
5. By answering any of the specific Interrogatories, Defendant does not waive his right to object to the use of any such information during any subsequent proceeding for any reason including, but not limited to, relevancy objections.
6. To the extent any of the Interrogatories are premised on disputed allegations, Defendant's answer to those Interrogatories shall not be deemed an admission of any such disputed allegations.
7. To the extent additional information is located, Defendant reserves the right to supplement his answers to these Interrogatories and to assert additional objections.

8. Defendant generally objects to these Interrogatories to the extent they are unreasonably overbroad in temporal scope and seek information beyond the time frame of the events alleged in the Complaint.

ANSWERS AND SPECIFIC OBJECTIONS

Subject to any General Objections set forth above, Defendant responds to the First Set of Interrogatories as set forth below:

INTERROGATORY REQUEST NO. 1:

Identify all persons who have information concerning each defendant's hiring by Integro, including but not limited to information concerning the solicitation and recruitment of each defendant by Integro and Integro's respective offers of employment to defendants.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory

impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 2:

Identify all persons associated with Integro with whom each defendant interviewed or otherwise communicated in connection with each defendant's hiring by Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 3:

Identify all Guy Carpenter or MMC employees with whom each defendant communicated about their resignation from Guy Carpenter.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 4:

Identify all persons who were, at the time of the communication(s), Guy Carpenter or MMC employees with whom each defendant communicated regarding such person's potential employment with Integro and/or termination of employment with Guy Carpenter.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 5:

Identify all persons who were, at the time of receipt of such offer, Guy Carpenter or MMC employees and who have been offered employment by, or otherwise recruited by, Integro since January 1, 2007.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application

for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 6:

Identify each defendant's current resident address.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have

conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

INTERROGATORY REQUEST NO. 7:

Identify all persons who are or were clients or potential clients of Guy Carpenter or MMC during defendants' employment with Guy Carpenter and since defendants' announced their resignations, with whom any of the defendants has communicated regarding the defendant's or defendants' actual or potential departure from Guy Carpenter and hiring by Integro.

RESPONSE:

In addition to, and without waiving the General Objections stated above and incorporated herein by reference, Defendant objects to this Interrogatory on the grounds that (i) it impermissibly seeks information which is the subject of Plaintiffs' identical, pending application for discovery in the matter identified as Julian Samengo-Turner, Ronald Dennis Whyte, and Marcus Hopkins v. Marsh Services Limited (formerly Marsh Corporate Services Limited and J&H Marsh & McLennan (Services) Limited), Guy Carpenter & Company LCC, and Marsh & McLennan Companies Inc., Claim No. 2007 Folio 945, filed in the High Court of Justice, Queen's Bench Division, Commercial Court in London on 1 June 2007; (ii) Plaintiffs have conceded that the factual premise under which they obtained the May 24, 2007 Order for expedited discovery was erroneous; and (iii) as set forth in detail in Defendant's pending motion to dismiss Plaintiffs' Complaint and motion to stay and/or for reconsideration of the Court's May 24, 2007 Order, the pending challenges to jurisdiction and forum render this Interrogatory

impermissibly premature, unreasonable, and improper unless and until such time as those issues are fully adjudicated by the Court.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

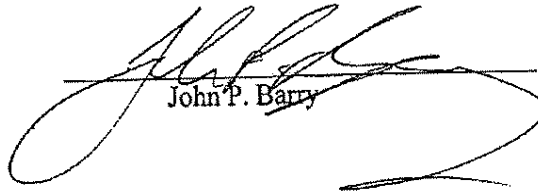
Dated: London, England, United Kingdom
___ June 2007

Ron Whyte

CERTIFICATE OF SERVICE

I hereby certify that on this date I served Defendant Whyte's Objections and Answers to Plaintiffs' First Set of Interrogatories, by e-mail and overnight delivery upon counsel for the Plaintiffs, at the following address:

Robert N. Holtzman, Esq.
Kramer Levin Naftalis & Frankel, LLP
1177 Avenue of the Americas
New York, New York 10036
Attorneys for Plaintiffs


John P. Barry

Dated: June 7, 2007

EXHIBIT

18

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 -----X
4 GUY CARPENTER & COMPANY, LLC and
MARSH & MCLENNAN COMPANIES, INC.,

5 Plaintiffs,

6 v.

07 Civ. 3580 (DLC)

7 JULIAN SAMENGO-TURNER, RON WHYTE
and MARCUS HOPKINS,

8 Defendants.
9 -----X

10
11 New York, N.Y.
12 June 11, 2007
5:20 p.m.

13 Before:

14 HON. DENISE L. COTE

15 District Judge

16 APPEARANCES

17 KRAMER LEVIN NAFTALIS & FRANKEL
Attorneys for Plaintiffs
18 BY: ROBERT HOLTZMAN
BARRY BERKE

19 PROSKAUER ROSE, LLP
Attorneys for Defendants
20 BY: JOHN P. BARRY
21 MARK SALOMAN
22
23
24
25

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(In the robing room)

THE COURT: Counsel, let's take appearances. For the plaintiffs.

MR. HOLTZMAN: Robert Holtzman, from Kramer Levin.

MR. BERKE: And Barry Berke.

THE COURT: For the defendants.

MR. BARRY: Your Honor, for one defendant, defendant Ron Whyte, John Barry and Mark Saloman, with Proskauer Rose.

THE COURT: So I think it is the plaintiffs who wanted the conference.

MR. HOLTZMAN: Actually, your Honor, there are two issues that are on. One is ours, your Honor, which has to do with compliance with the orders that your Honor issued during the May 18th conference when we were last before your Honor. Your Honor will recall that we appeared on that day seeking expedited discovery, and on that day your Honor ordered that the defendants, all of them, respond to discovery requests on June 1 and that they appear for depositions in London, at their request, during the week of either June 4th or, at our option, during the week of June 11th.

At that time the defendants raised before your Honor claims of lack of jurisdiction and forum non conveniens. Your Honor heard them on those issues and determined that, while certainly the matter could be briefed, that, notwithstanding the fact that they specifically requested, that expedited

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1 discovery should not be deferred pending resolution of that
2 motion. Indeed, your Honor set a briefing schedule, and we
3 filed our opposition papers to that motion on Friday and the
4 matter is to be become fully submitted this week.

5 Now, instead of complying with the discovery orders
6 that your Honor issued, instead the defendants commenced a
7 proceeding before the English High Court seeking an anti-suit
8 injunction that would effectively preclude the plaintiffs from
9 proceeding with this action and effectively preclude your Honor
10 from having any authority over the action.

11 On Wednesday, June 6, the High Court denied the
12 defendants' request for a anti-suit injunction, and we of
13 course expected that they would then produce the required
14 discovery. They did not do so.

15 Instead, Mr. Barry informed us that defendant Ron
16 Whyte would not be producing documents pending the motion to
17 stay and/or for reconsideration and/or to certify for appeal
18 the order granting expedited discovery. In fact, several hours
19 later we received that motion, which is the other matter before
20 your Honor today, which they seek to bring on by order to show
21 cause, that motion.

22 The next day the defendants' counsel did produce four
23 more responses on behalf of Mr. Whyte only, not on behalf of
24 the other two defendants, and in those formal responses
25 Mr. Whyte simply objected in toto to all of the requests, did

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1 not provide any documents, did not provide any substantive
2 responses whatsoever.

3 We have depositions scheduled at the defendants'
4 request. They explained based upon their travel schedules that
5 the most convenient days for them to be deposed were this week,
6 Wednesday, Thursday and Friday, and we acceded to those
7 requests. So in fact, the depositions are currently scheduled
8 to proceed the day after tomorrow, Thursday and Friday, in
9 London. We are prepared to do so, notwithstanding the fact
10 that we still don't have documents.

11 I did make a request to Proskauer that they bring with
12 them today those documents and those substantive requests,
13 responses to the interrogatories, so that upon a determination
14 by your Honor, if that determination is that they should in
15 fact comply with your Honor's May 18 order, they would hand
16 them over. I don't know whether they have them here today.

17 On May 18 your Honor ordered two things -- that they
18 respond to discovery requests and that they appear for
19 depositions. They haven't responded to the discovery requests,
20 and I should say the period from June 1 to June 6 should be
21 excused because we did consent, as your Honor has seen, to a
22 stay -- it is not really a stay, to a deferral of the discovery
23 issue while the matter was pending before the High Court.
24 Pending a determination, on June 6th, the undertakings that we
25 made would have expired on June 6th of their own right had the

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1 High Court not ruled. The High Court in fact did rule and
2 determined there would be no anti-suit injunction. Therefore,
3 they should have complied. They didn't do that.

4 The other matter is the depositions. I am scheduled
5 to fly out at 8 a.m. tomorrow so I can be in London tomorrow
6 evening and take depositions Wednesday morning. We want the
7 documents and we want to proceed with the depositions. At the
8 same time, the defendants now are asking that your Honor
9 reconsider her order.

10 Now, your Honor will recall that they specifically
11 asked at that time that expedited discovery be deferred pending
12 resolution of the forum non conveniens and jurisdictional
13 issues, and we spent some time going through the choice of
14 forum and choice of law clauses in the agreements, which
15 informed your Honor, and your Honor specifically determined at
16 that time, that it was appropriate to proceed with expedited
17 discovery, notwithstanding that they are here seeking precisely
18 the same relief. They seek a stay of the order. They also
19 seek a stay of the entire proceeding in favor of this UK
20 proceeding.

21 Now, that is particularly interesting because the UK
22 proceeding is of course the second filed proceeding filed by
23 all three defendants, although they don't deign to appear here
24 in order to try to stop this action from proceeding.

25 But they can give no explanation for why your Honor

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1 should defer to a second filed UK proceeding. Nor certainly is
2 there anything that suggests that this matter be appropriate
3 for certification to the Court of Appeals for determination.

4 The choice of forum and choice of law clauses are
5 fully briefed and in our papers of course, but the law is very
6 clear that once parties enter into choice of law and mandatory
7 forum selection clauses, a court should not go through the
8 classic forum non conveniens analysis, that by agreeing to the
9 forum selection clause, it is binding and enforceable upon that
10 party except in extremely limited circumstances as set forth in
11 the Bremen test, which is briefed in our papers, which
12 certainly cannot be met here and, indeed, the defendants don't
13 even attempt to meet here.

14 Otherwise, the primary argument that defendants put
15 forward is an issue about what they call discrepancies in our
16 papers, and this is an issue that is in our papers and,
17 frankly, in theirs as well. Guy Carpenter and Marsh &
18 McLennan, the plaintiffs here, were referred to as the
19 employers of the defendants. Now, in fact, that is not
20 technically accurate. The actual employer -- in the UK there
21 are actual contracts of employment. In the UK here, the
22 contract of employment is between each of the defendants and
23 Marsh Services Ltd., which is a UK entity. It is a servicing
24 corporation, in that it employs these individuals, and, in
25 fact, many other individuals, for purposes of providing

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1 services to other Marsh & McLennan companies, entities. Here
2 the three defendants were employed by MSL in order to provide
3 services to Guy Carpenter.

4 So in our language we did refer to them as being
5 employed by the plaintiffs here. In fact, as I said, the
6 defendants did the same thing in their memorandum of law,
7 referring in numerous places to the fact that they each remain
8 employed by Guy Carpenter, Guy Carpenter employed the
9 defendants, the defendants earned certain moneys from Guy
10 Carpenter, again and again. In fact, the reference properly is
11 read as provided services to Guy Carpenter and/or Marsh &
12 McLennan rather than employed by.

13 Of course, we would be happy to amend the complaint if
14 the court believes it's appropriate to do so. We don't think
15 it is necessary in that it really has no relevancy to the
16 matters that are before your Honor in this proceeding.

17 Those matters are that Marsh & McLennan has a
18 long-term incentive program by which certain agreements were
19 entered into with the defendants. Promises were made to pay
20 certain compensation. In exchange, certain representations and
21 covenants were entered into by the defendants, including
22 specifically those in issue here -- that they would cooperate
23 with inquiries made and that they would not solicit employees
24 of Marsh & McLennan and its affiliates and subsidiaries. Those
25 are the matters that are before your Honor.

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1 There is nothing before your Honor about any dispute
2 with Marsh Services, Ltd. There never has been. There is
3 nothing before your Honor about the employment contracts
4 between Marsh Services, Ltd. and the defendants. In fact,
5 these plaintiffs could bring no claim based upon those
6 contracts. They would have no right or authority to do so.

7 In fact, we were here before your Honor on May 18th.
8 On May 17th, the defendants' UK solicitors sent a letter to the
9 plaintiffs' UK solicitors, in which they offered, and you have
10 seen reference to this, to make undertakings that they wouldn't
11 engage in bad behavior. Undertakings were entirely inadequate.
12 Putting that to the side, those undertakings specifically refer
13 to Marsh Services, Ltd. as the employer.

14 This is the May 17, 2000 letter from Elborne Mitchell:
15 "I confirm my agreement to remain an employee of Marsh Services
16 Ltd."

17 So obviously the defendants were aware of this issue
18 when we were here before your Honor on May 18. They didn't see
19 fit to raise it at that time because it really had no relevance
20 at that time, your Honor.

21 THE COURT: I think they did raise it. My
22 recollection, and it is in my law clerk's notes, is that they
23 argued they didn't know for sure, they hadn't had time to pin
24 down all the information, but they thought there was a good
25 chance that the actual employer was a UK entity, which is why I

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1 spent the time I did in the prior conference going through the
2 document on which the plaintiffs are suing to confirm that it
3 was an agreement between the plaintiffs and the defendants.
4 Therefore, this issue was raised before me, considered by me,
5 and I looked at the language of the document to confirm that I
6 should rule as I did in rejecting the arguments. That is my
7 recollection, and our notes confirm it.

8 MR. HOLTZMAN: And that reminds me. Yes, your Honor.
9 I apologize. You are, of course, correct about that.

10 So in fact, there is no basis for any of the relief
11 that the defendants are seeking today. We would ask that your
12 Honor again order the defendants, again all three of them, to
13 comply with your Honor's discovery orders, to produce the
14 documents that were called for -- I should remind your Honor,
15 you set a deadline for them to assert objections which was May
16 21st. They asserted no other objections other than the one
17 that had been asserted before your Honor on May 18 -- to order
18 them to produce the responsive documents, to order them to
19 produce substantive responses to the interrogatories, to order
20 them to proceed with the depositions on Wednesday, Thursday and
21 Friday of this week.

22 Thank you.

23 THE COURT: Counsel.

24 MR. BARRY: Yes, your Honor. Thank you.

25 Your Honor, we represent, as I stated at the

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1 beginning, one of the three defendants in this case, Ron Whyte.
2 He is the only individual who has been served with the
3 complaint.

4 What we have, your Honor, there are a number of
5 different bases which we think justify the relief that we are
6 seeking here. The most pressing of which I think is that we
7 now know, based on plaintiffs' submissions in the UK action,
8 that the factual underpinning of their entire application for
9 expedited discovery is a fiction. Their entire submission in
10 support of their application for expedited discovery consisted
11 of 13 pages, in which there are at least 31 references to the
12 employment relationship between the parties, and they deemed it
13 extremely critical that the defendants were soliciting other
14 employees of Guy Carpenter and Marsh to leave the company.

15 As your Honor will recall, plaintiffs' counsel took
16 your Honor through the modus contract that was at issue and
17 spent a lot of time talking about a schedule 2D, which, as your
18 Honor might recall, had a definition of detrimental activity
19 and a reference in the final paragraph of schedule 2D to the
20 nonexclusive jurisdiction of the English courts. Your Honor,
21 plaintiffs' submission in the UK courts says that that was a
22 mistake as well in what we submitted. Schedule 2D is not
23 applicable, just sorry, another mistake.

24 Now, your Honor, the harm that plaintiffs' counsel
25 identified which necessitated expedited discovery was very

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1 clear, and they set it out twice in their moving papers and we
2 referenced it in our moving brief and also in a letter that was
3 hand delivered earlier today to your Honor. I will just read
4 them.

5 On page 3 of their brief, they said, and I quote, Guy
6 Carpenter is at risk of losing through unlawful means numerous
7 of its employees.

8 THE COURT: Excuse me one second.

9 MR. BARRY: Sure.

10 THE COURT: I'm sorry.

11 MR. BARRY: So, your Honor, they made references to
12 the risk of harm to the plaintiffs. If this order granting
13 expedited discovery is not granted, and they focused on Guy
14 Carpenter and Marsh, plaintiffs are going to lose numerous of
15 its employees. That is on page 3 of their moving brief.

16 Then on page 12 they emphasize, and I quote,
17 Accordingly, the risk to plaintiffs of not receiving the
18 requested expedited discovery cannot be understated. Each day
19 that plaintiffs are unable to confirm whether defendants'
20 nonsolicitation obligations are being met imposes increased
21 risk of unlawful losses of valuable employees.

22 Your Honor, that is an entire fiction. This has
23 nothing to do with the employees of the plaintiffs. There is
24 no harm being done to these plaintiffs that they have pointed
25 to or articulated that can justify the relief that they are

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1 seeking for expedited discovery.

2 It was those representations, your Honor, that you
3 relied on in making a determination that expedited discovery is
4 warranted.

5 Now, at the same time they also represented during
6 conferences that we had beforehand in your Honor's robing room
7 that they had no intention to bring any application in the UK.
8 Well, your Honor, that is likewise not accurate. The three
9 defendants in this case did initiate proceedings in the UK.
10 There were several parts to that application.

11 Plaintiffs here did not just oppose that application,
12 your Honor. They also sought their own affirmative relief. In
13 fact, they are seeking the very same relief that is at issue
14 here.

15 THE COURT: I think I just have to stop you there. I
16 would move on to your next argument.

17 MR. BARRY: OK.

18 THE COURT: Their proceedings in Britain were in
19 response to what you began over there. So I think that I would
20 just march right along to your next point.

21 MR. BARRY: OK. Well, your Honor, the fact here also
22 is that the three -- there is only one defendant here who has
23 been served, which was one of the issues that we had raised in
24 terms of the scope of your Honor's order that it pertained to
25 three defendants. Obviously there has only been an appearance

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1 on behalf of one, not of the other two.

2 Your Honor, we think with the case law that we have
3 cited to, and in fact the fact that there are pending motions
4 to dismiss based on personal jurisdiction and forum non
5 conveniens, all of which will be fully briefed by the end of
6 the week, given the pendency of that motion and the fact that
7 there is no harm to the plaintiffs here, we think that the
8 appropriate course of action under the case law is to allow
9 those motions to be resolved first. Because if granted, they
10 could result in the dismissal of this entire case which would
11 obviously render everything in terms of the need for expedited
12 discovery to be moot.

13 Your Honor, as well, in their submission that they had
14 in the UK is that they indicated that they would use whatever
15 they are able to obtain by the discovery process in the U.S. to
16 initiate injunctive proceedings in the UK, which is part of
17 what we had been referencing in our initial papers where we
18 opposed the application for expedited discovery, that the
19 plaintiffs here were trying to use the U.S. jurisdiction in
20 discovery as really a tactic for another litigation. That is
21 something that is just not appropriate nor is it permitted
22 under the legal authority.

23 THE COURT: That might have been a very strong
24 argument, might have been an argument worth considering
25 carefully if you hadn't begun the proceedings in Britain. So

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1 the landscape changed.

2 I have no reason to believe based on how things have
3 played out that they weren't serious about litigating this case
4 in America on the merits, and continue to be so, and that they
5 might use the information in the litigation in England. Now
6 that you have begun litigation there too, I think is entirely
7 appropriate, if that is permitted by the law.

8 So anything else you want me to consider?

9 MR. BARRY: Your Honor, just to point out that
10 certainly they are entitled to oppose -- they are entitled to
11 whatever they want to do tactically in the U.S. or the UK, but
12 the fact is they didn't just oppose the application in the UK,
13 they also took affirmative steps to initiate proceedings of
14 their own.

15 THE COURT: I think we understand each other on that
16 point. So any other point you want to raise?

17 MR. BARRY: Well, your Honor, I guess the other item
18 that I think was important to reference was that the plaintiffs
19 here have not corrected the pleadings in the application that
20 was filed so that your Honor could really truly assess the
21 current application for expedited discovery to determine if
22 there is a need of some type of harm to the plaintiffs, so that
23 you could assess the actual facts that are at issue as opposed
24 to the prior submissions that just weren't accurate.

25 Finally, your Honor, if your Honor is so inclined as

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1 to not grant the application to stay this proceeding or to
2 grant reconsideration, we would respectfully request that your
3 Honor certify the matter as appropriate for appeal.

4 THE COURT: 1292(b).

5 MR. BARRY: Yes, your Honor.

6 THE COURT: When did you bring that application?

7 MR. BARRY: That was a part of our order to show
8 cause, your Honor, that we had submitted on June 6.

9 THE COURT: And there hasn't been a briefing schedule
10 on that order to show cause yet, am I right?

11 MR. HOLTZMAN: That is correct.

12 THE COURT: Good. So that is one of the things we
13 will do today, is set a briefing schedule for the June 6th
14 application.

15 So I will hear from the plaintiffs on the harm issue.

16 MR. HOLTZMAN: Certainly, your Honor. The harm is
17 precisely the same. Marsh & McLennan Companies, the ultimate
18 parent company, the company which issued the agreements which
19 are before your Honor and which are at issue in this company,
20 always had the same particular interest and, in fact, it is
21 stated in the text of the agreement itself, which was to assure
22 additional incentive for individuals to remain with MMC or any
23 of its subsidiaries and affiliates. That is the purpose of
24 this agreement, to ensure and that individuals providing
25 services to any of the MMC companies comply with these terms of

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1 these agreements. Indeed, the harm is precisely what we stated
2 in the complaint and in our original motion papers.

3 For example, in one of the cites referenced by
4 Mr. Barry he says it was a reference to other employees of Guy
5 Carpenter. In fact, if you just read that as others providing
6 services to Guy Carpenter, then one sees that the harm is
7 precisely the same harm, because Marsh & McLennan Companies and
8 Guy Carpenter have an interest in ensuring those providing
9 services to them comply with their various obligations, that
10 they cooperate as they agreed on do in these agreements, that
11 they not solicit in violation of these agreements employees and
12 others who are providing services to all of these various
13 entities, that they return the moneys that they were granted
14 under these agreements in accordance with the cancellation and
15 rescission clause.

16 If I may, your Honor, on the matter of the UK
17 proceedings and Mr. Barry's letter from today, I do want to
18 note for your Honor that the section that is cited to by the
19 defendants is all under a heading that says, if, contrary to
20 defendants -- that was us in the UK, primary case -- the court
21 accedes to the claimant's application for an anti-suit
22 injunction, and then goes on to say all sorts of things,
23 including those things that Mr. Barry maintained.

24 So those statements were made only in the context of
25 an anti-suit injunction being granted, which would be the only

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1 litigation that was happening in the UK. Of course, that
2 didn't happen. That court found it inappropriate to issue an
3 anti-suit injunction.

4 THE COURT: OK. So let me deal with some of these
5 issues that have been laid before me.

6 Sadly, we didn't have a reporter for all of the
7 proceedings on May 18th, but only for the end of our session
8 together that day. But I had a very extended meeting with
9 counsel and have my own fairly detailed notes about that
10 meeting, plus a markup of the contract that is at issue that
11 retains my original post-its and underlinings, plus my more
12 detailed notes from my law clerk of our working through these
13 issues.

14 I really haven't heard much new this afternoon. I
15 don't feel there is any need to revisit the issues in terms of
16 changing the discovery schedule.

17 What had happened when we met on May 18th is that
18 counsel had an opportunity to meet and confer separately and to
19 revise the discovery requests through that meet-and-confer
20 process and to bring any unresolved disputes to my attention.
21 But in addition, understanding that defense counsel had just
22 recently come into the case, we set a schedule so that they
23 could, I think it was sort of over the weekend and because
24 clients were abroad and on a different time zone, have an
25 opportunity to consult with them and resolve potentially,

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1 through any further meet-and-confer process within the next few
2 days, any additional objections that they could identify.

3 So despite that opportunity, no additional objections
4 were identified to the scope of the discovery requests and
5 therefore they will be enforced as written, and the additional,
6 the sort of blanket objection made today is inadequate to
7 defend against the duty to produce documents on the schedule
8 that we set together on May 18th. And the deposition or
9 depositions -- we will talk about this further -- will go
10 forward this week in London as we had agreed to on May 18th in
11 terms of place. I know they have been pushed back a bit
12 because of the agreement of the parties and to some extent by
13 the few days of proceedings in Britain.

14 Whether or not the discovery should be taken at this
15 point of anyone other than Mr. Whyte is something we need to
16 talk about further. Obviously until a defendant is served,
17 they can't properly have discovery proceedings brought against
18 them. I understand that the defendants refuse to accept
19 service through counsel either in America or Britain, and while
20 they were plaintiffs in the British action have refused to
21 participate without more formal service in the American action,
22 and that is their right.

23 I think the plaintiffs have taken further steps to
24 serve, as I understand it, Mr. Samengo and Mr. Hopkins. Am I
25 right?

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1 MR. HOLTZMAN: Yes, your Honor, you are quite correct.
2 As noted, Mr. Whyte was in fact served personally on May 12,
3 2007. With respect to Mr. Hopkins, we served Mr. Hopkins by
4 international certified mail, as permitted under Rule 4(f) of
5 the Federal Rules of Civil Procedure and the Hague Convention,
6 specifically Section 10(a) of the Hague Convention, at his last
7 known address. We have not yet received a return receipt of
8 service, but in fact it was served.

9 Substituted service was effected on Friday, June 8th,
10 by serving a person of appropriate age in his home, believed to
11 be Mr. Hopkins' spouse, with an extra copy of the papers sent
12 by mail. Again, all as permitted. So service has properly
13 been effected upon Mr. Hopkins.

14 With respect to Mr. Samengo-Turner, service upon
15 Mr. Samengo-Turner was similarly effected by international
16 certified mail at his last known address, the last address we
17 had on file. On June 7th, we again served by international
18 certified mail, at the address which was a different one than
19 Mr. Samengo-Turner had identified on his claim in the UK
20 proceedings, as being his current address. So that has been
21 sent as well.

22 In addition, Mr. Samengo-Turner should, in any event,
23 be estopped from denying service. When we first tried to reach
24 Mr. Samengo-Turner, and we have submitted an affidavit that
25 recounts this -- it is the affidavit of Charles Kolkwan, and I

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1 can give you that spelling afterwards -- regarding the attempts
2 to serve Mr. Samengo-Turner.

3 When first reached by telephone, which we found
4 because he wasn't at home and in fact had moved from the
5 residence we had understood to be his home, when reached by
6 telephone, Mr. Samengo-Turner offered that service should be
7 made upon his counsel. He then left the country, and since
8 that time UK solicitors as well as U.S. counsel have indicated
9 that they "do not have instructions to accept service."

10 So although he denies service, as noted, he did take
11 affirmative action in the UK by seeking that anti-suit
12 injunction, which application, of course, was lost.

13 So we would say that in fact service has properly been
14 effected, that he is subject to the court's jurisdiction
15 therefore, and, accordingly, that the deposition should proceed
16 this week. If your Honor finds that there is any problem with
17 service, we would ask that an alternative method of service be
18 permitted at this time.

19 THE COURT: And what alternative method are you
20 proposing for Mr. Samengo?

21 MR. HOLTZMAN: We know he is represented by UK
22 solicitors. We believe he was represented by Proskauer,
23 although Mr. Barry may say differently. We would ask if
24 Mr. Barry says that he represents Mr. Samengo-Turner that we be
25 permitted to serve the complaint and assorted other papers upon

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1 Proskauer, and if not, upon Elborne Mitchell, who have
2 acknowledged that they are his UK solicitors.

3 THE COURT: OK. It sounds to me like there has been
4 personal service on Mr. Hopkins.

5 MR. BARRY: Your Honor, I think counsel stated that
6 they attempted to serve by certified mail and the certification
7 hasn't been submitted, which is what you would need to do. I
8 am not familiar with this other reference that he has made to
9 leaving something at someone's -- at his alleged residence with
10 someone else. I haven't seen anything that affirms as to how
11 that was done or if it would be effective service. So I don't
12 think there has been enough of a submission for the court to
13 make an assessment on there being personal service on
14 Mr. Hopkins.

15 THE COURT: Have you briefed the service issues with
16 respect to Hopkins and Samengo?

17 MR. HOLTZMAN: We haven't, your Honor, because that
18 wasn't -- I'm sorry. I believe we have, your Honor.

19 MR. BARRY: Your Honor, there is one reference on the
20 Samengo-Turner, which is, essentially what counsel was reciting
21 was a conversation that the UK counsel for plaintiffs had with
22 Mr. Samengo-Turner, and, your Honor, that conversation, if
23 anything, is a violation of the rules of professional conduct
24 both here and in the UK because they knew that he was a
25 represented party by UK counsel. So apart from that and

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1 whatever that conversation is, it doesn't go to anything about
2 service being effective one way or the other.

3 MR. HOLTZMAN: On the certified mail issue, certified
4 mail takes an inordinately long time to come back from the UK.
5 I confess I haven't seen any law yet on this issue, but I am
6 not sure that the return receipt is actually required in order
7 to have valid effected service. In fact -- let me stop there.

8 MR. BARRY: Your Honor, in footnote 1 --

9 THE COURT: Excuse me just one second.

10 (Pause)

11 MR. BARRY: Your Honor, I can streamline one thing,
12 actually. In footnote 1 of counsel's papers, that were dated
13 June 8th, it says, efforts to personally served defendants
14 Samengo-Turner and Hopkins with the complaint were unsuccessful
15 due to the unavailability of such individuals.

16 So it appears that, at least based on counsel's
17 submission, that they haven't been personally served.

18 THE COURT: OK.

19 MR. BERKE: Your Honor, I will just say the actions
20 that Mr. Holtzman was talking about was after this letter. We
21 understand with UK counsel there had been extraordinary efforts
22 to try to serve these individuals personally. Certainly there
23 is evidence to suggest the taking of aggressive steps to evade
24 that service, but I believe the service that Mr. Holtzman
25 described happened subsequent to our letter. So that is why

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1 Mr. Hopkins' situation has changed since the date of the
2 letter.

3 THE COURT: OK. Fine. I think there are two layers
4 of issues with respect to Hopkins and Samengo. One is whether
5 they have already effectively been served and, two, if they
6 have not, whether or not I will approve alternative service or
7 substituted service, such as service on their American and UK
8 law firms, and there are legal issues associated with that,
9 including standards for substitute service.

10 This is something I have written on very recently in
11 the context of an entirely different jurisdiction, not Britain,
12 but there is authority that could guide us all.

13 How long will it take for the plaintiffs to get me a
14 submission with respect to the loss according the proposition
15 that these two defendants have already been adequately served
16 or, conversely, that would support a request for alternative
17 service?

18 MR. HOLTZMAN: We would do it by the end of business
19 tomorrow, your Honor. If your Honor can rule, in order to try
20 to get a prompt -- so we can move forward with depositions.

21 THE COURT: OK. So that submission will be to me by
22 5:00 on the 12th, and I will take the responsive position from
23 the defendants by noon on the 13th.

24 Is counsel going to order a copy of this transcript?

25 MR. HOLTZMAN: Absolutely.

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1 THE COURT: Assuming I would be in a position to rule
2 by sometime on the 13th or 14th, and assuming you served then
3 through alternative means on the 14th or 15th or that I held on
4 the 13th or 14th that you had already effectively made service,
5 I very much doubt I would require their depositions to be taken
6 on the 15th. I think I would give them the weekend to consult
7 with counsel and prepare for their depositions, which could go
8 forward on Monday, the 18th.

9 MR. HOLTZMAN: Can we ask in that event that the
10 depositions occur here, your Honor. It is solely because of
11 their delay and their various procedural games that we are here
12 on such a late date, literally 14 hours before I am supposed to
13 be on a plane to fly over there to take depositions, and it
14 causes us great complications scheduling-wise.

15 THE COURT: OK. This is how I think I am going to
16 handle it. I expect that based on what I know that they will
17 principally be defended by the British counsel on their
18 deposition. Am I right?

19 MR. BARRY: Your Honor, I can't speak to Mr. Hopkins
20 or Mr. Samengo-Turner.

21 THE COURT: OK. Is Mr. Whyte going to be defended
22 by -- I am trying to help you here.

23 MR. BARRY: I appreciate that, Judge.

24 THE COURT: Are you going to be defending Mr. Whyte's
25 deposition?

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1 MR. BARRY: Your Honor, I have to consult with the
2 client to confirm exactly how that is going to work. I am not
3 in a position to state if it would be myself or his UK counsel.

4 THE COURT: The opinion I recently wrote on these
5 issues was on May 24th in RSM -- I'm sorry. I don't have a
6 Westlaw cite. I am sure it is available on Westlaw. *RSM v.*
7 *Fridman*, and the docket No. is 06 Civ. 11512.

8
9 MR. HOLTZMAN: Your Honor, if I may.

10 THE COURT: I am not quite sure what position you are
11 taking, Mr. Barry, here, because I am trying to lean over
12 backwards to help the defendants. But if there is any chance
13 that these depositions are going to be defended by Proskauer,
14 we are in a different situation.

15 I had understood from our prior conference that these
16 defendants were British residents who were vacationing, at
17 least one or more of them, out of the country for a period of
18 time and that they would be principally represented and
19 defended by British counsel. Am I wrong about that?

20 MR. BARRY: Well, your Honor, to the extent that there
21 is an action here in the U.S. that Mr. Whyte needs defense on,
22 we are U.S. counsel to address that. Now, there are separate
23 proceedings and separate issues in the UK. Mr. Whyte has his
24 own UK counsel to address those issues.

25 THE COURT: OK. This is how I am inclined to handle

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1 it. With respect to the other two depositions, on the
2 assumption that they go forward Monday or Monday and Tuesday of
3 next week, assuming I find service has been made or is made in
4 time, if those depositions go forward in London requiring a
5 return trip by plaintiffs counsel to London, I will require the
6 defendants to pay the transportation and reasonable
7 accommodation expenses, but not attorney time associated with
8 the travel. But I assume if the clients are being defended by
9 Proskauer counsel that it would be more efficient and
10 appropriate for one and all for the depositions to take place
11 here in New York and, therefore, no cost shifting need be done.
12 I don't want to make a final ruling until we know more about
13 who is representing whom in connection with these depositions.

14 OK. So I think that leaves one thing, and that is
15 setting a schedule for the 1292(b) motion, which I take it was
16 served last Wednesday, the 6th.

17 How long to oppose?

18 MR. HOLTZMAN: Could we have two weeks on that, your
19 Honor?

20 THE COURT: That would be the 20th. One week for
21 opposition would be the 27th.

22 MR. BARRY: Your Honor, is there any way we can move
23 up that schedule? Because obviously that type of a schedule
24 would render the appeal moot. Given the way that your Honor
25 has set up a schedule, the appeal would happen after the relief.

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1 that has been sought has been given.

2 THE COURT: One of the problems with what you are
3 asking is I don't even have a fully submitted motion on the
4 first motion you brought, where we set the motion schedule
5 really to accommodate your request in terms of the schedule
6 that was set. So I don't know what controlling issue of law
7 would justify a 1292(b) application or why granting this
8 application would assist in fulfilling the other requirements
9 for certification.

10 Do you want to briefly speak to that?

11 MR. BARRY: Well, your Honor, thank you for that
12 opportunity. A couple of the issues that will be played out
13 will depend on the briefing that is going to happen over the
14 next few days in terms of whether expedited discovery --
15 whether there has first been service in terms of having an
16 order requiring expedited discovery on two individuals who
17 haven't been served. So obviously by addressing that over the
18 next few days that will be part of the process that would be
19 addressed. But at the same time we would submit that given the
20 other issues here in terms of the lack of harm to the
21 plaintiffs and the pending motions to dismiss on jurisdiction
22 and forum non conveniens, in light of all the contacts in the
23 UK, there are issues that would be appropriate to be certified
24 for appeal.

25 THE COURT: OK. Your application is denied, but of

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1 course I will let the briefing proceed on the schedule we have
2 set here and consider the application fully when it is fully
3 briefed.

4 This is fundamentally a contract action between the
5 plaintiffs, one of the plaintiffs and the defendants, with a
6 clause in which the defendants irrevocably submit to the
7 exclusive jurisdiction and venue of any state or federal court
8 located in the county of New York and waive, to the extent
9 permitted by law, any objection to personal jurisdiction. It
10 would be difficult to circumvent that plain language of the
11 contract in these circumstances.

12 OK. Good. Anything else we need to address?

13 MR. HOLTZMAN: Two, perhaps three things, your Honor.
14 It may be, your Honor, that I might request that those
15 depositions of Mr. Samengo-Turner and Hopkins occur in London
16 next week, if they are to be in London, on Wednesday and
17 Thursday instead of Monday and Tuesday, if your Honor would be
18 amenable to that.

19 THE COURT: Any objection by defense counsel?

20 MR. BARRY: Your Honor, unfortunately I can't really
21 speak to -- in terms of my own schedule --

22 THE COURT: Without waiving any of the other
23 objections, legal and procedural or whatever that you might
24 have, but just assuming that you lose, lose, lose on all those
25 other objections, any objection to having the depositions

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1 proceed on the 20th and 21st instead of the 18th and 19th?

2 MR. BARRY: Your Honor, without -- obviously those two
3 individuals we don't represent in this action. I haven't
4 conferred with them to even discuss that scheduling.

5 THE COURT: Fine.

6 MR. BARRY: Unfortunately, I wish I could respond to
7 your Honor, but I am just not in a position to do so.

8 THE COURT: Fine. So they will go forward on the 20th
9 and 21st, if the personal jurisdiction issues are resolved in
10 favor of them proceeding.

11 MR. HOLTZMAN: Next, your Honor, with respect to
12 Mr. Whyte's documents and substantive responses to
13 interrogatories.

14 THE COURT: Yes.

15 MR. HOLTZMAN: I am not sure when we should expect
16 them at this point.

17 THE COURT: Mr. Barry, do you have the documents with
18 you?

19 MR. BARRY: No, I do not, your Honor.

20 THE COURT: They will be produced this evening no
21 later than 9 p.m. on plaintiffs' counsel.

22 MR. HOLTZMAN: Lastly, your Honor, so Mr. Whyte's
23 deposition will proceed on this Thursday, which is the 14th.
24 That was the date scheduled for Mr. Whyte's deposition. I have
25 a concern, so I would like to raise it with your Honor so all

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1 the parties understand.

2 I have a concern, and I hope it is unfounded, that
3 during the deposition objections might be made and the witness
4 might be directed to answer questions or refuse to answer
5 questions because he thinks it is irrelevant or outside the
6 scope or something or some such thing. Particularly given the
7 timing, I would hope for a direction from your Honor, advice
8 from your Honor that the rules should be complied with in terms
9 of objections, and directions not to answer should be made only
10 for matters of privilege.

11 THE COURT: There are no speaking objections. You can
12 state the word "objection" and say "form" or one other word
13 clarifying the basis for the objection. No instructions not to
14 answer except on the ground of privilege. No unscheduled
15 breaks.

16 Anything else?

17 MR. HOLTZMAN: I think that does it. Thank you, your
18 Honor.

19 THE COURT: Good luck, counsel.

20 Remember, two courtesy copies hand delivered to the
21 court of your submissions.

22 Thank you.

23 (Adjourned)

24

25